

RESOLUTION OF THE TOWNSHIP OF JACKSON
JACKSON, NEW JERSEY

RESOLUTION NUMBER: 083R-11

DATE OF ADOPTION: 2/22/11

TITLE: AUTHORIZE THE EXECUTION OF CONTRACT AMENDMENT TO THE 2007,
2008, 2009 AND 2010 CONTRACT BETWEEN TOWNSHIP OF JACKSON AND SOA
LOCAL 168-A

Council member River presents the following resolution.

Seconded by Updegrave

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WHEREAS, negotiations were entered into pursuant to Public Law 168, Chapter 303 between the Township of Jackson in the County of Ocean, and Local 168 of the Jackson Township SOA Local 168-A, to amend the 2007-2010 SOA Contract; and

WHEREAS, as a result of these negotiations, an agreement was reached regarding these matters;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF JACKSON, COUNTY OF OCEAN, STATE OF NEW JERSEY that:

1. The SOA Contract for the years 2007 – 2010 is hereby amended with a copy of which is annexed hereto, and is made a part thereof of the 2007 – 2010 SOA Contract. The amendment is hereby accepted by the Township of Jackson, and the Mayor is hereby authorized to execute same, and the execution of said amendment is hereby approved by the Township Council.
2. The amendment is approved by the Township of Jackson subject to approval by Local 168-A of the Jackson Township SOA.
3. Copies of this resolution to Local 168-A, SOA, Township Administrator, Chief of Police, Chief Finance Officer, Personnel Officer and any other interested parties.
4. A certified copy of the amendment is to be forwarded to the Public Employment Relations Commission, Labor and Industry Building, John Fitch Plaza, P.O. Box 2209, Trenton, N.J. 08625 as per N.J.S.A. 34:13A-8.2.



ANN MARIE EDEN, R.M.C.
TOWNSHIP CLERK

DATED: 2/22/11

RECORD OF VOTE				COUNCIL VICE PRES.	COUNCIL PRESIDENT
TOWNSHIP COUNCIL	Michael Kafton	Bobbie Rivere	Ann Updegrave	Kenneth Bressi	Scott Martin
YES		✓	✓	✓	✓
NO					
ABSTAIN					
ABSENT	✓				

I, Ann Marie Eden, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the 22nd day of February 2011.



**ADDENDUM TO 2007-2010 COLLECTIVE BARGAINING AGREEMENT BETWEEN
TOWNSHIP OF JACKSON
-AND-
JACKSON PBA SUPERIOR OFFICERS LOCAL 168A**

WHEREAS, the Jackson PBA Superior Officers Local #168A (hereinafter referred to as the SOA) and the Township of Jackson (hereinafter referred to as the Township) are parties to a collective negotiations agreement applicable to all regular, full-time, Superior Officers of the Jackson Township Police Department excluding Police Officers, Sergeants, Director of Public Safety, Deputy Director of Public Safety, Chief of Police and Deputy Chief of Police, the terms of which expired on December 31, 2010; and

WHEREAS, the Township and the SOA have previously identified certain areas in the aforesaid collective bargaining agreement in need of modification; and

WHEREAS, the Township and the SOA have identified certain areas in the aforesaid collective bargaining agreement to be modified all of which took effect on August 23, 2010; and

WHEREAS, the Township and the SOA are desirous of amending and codifying said terms and conditions as are related thereto; and

NOW, THEREFORE, the Township and the SOA agree to amend the 2007-2010 collective bargaining agreement as follows:

1. Article 13, Section 1. The second sentence of this clause shall be revised to state as follows:

All employees shall be permitted to use up to five (5) days of sick time per calendar year to care for a family member.

2. Article 7, Section 1. This clause shall be revised to state as follows:

The work day shall consist of not more than eight consecutive hours, except as specified below or as otherwise mutually agreed between the parties.

The work day for all Superior Officers assigned to the Patrol Division shall consist of not more than eleven (11) consecutive hours. The work week for officers assigned to the day and evening shifts shall consist of a rotation commonly referred to as a "Pitman" schedule. This shall be implemented as follows: Two (2) consecutive working days, followed by two (2) consecutive non-working days, followed by three (3) consecutive working days, followed by two (2) consecutive non-working days, followed by two (2) consecutive working days, followed by three (3) consecutive non-working days. This rotation shall then be repeated hence forth. This fourteen (14) day rotation shall also be implemented in a manner in which the three consecutive non-working days shall include every other Friday, Saturday and Sunday in their entirety. The work week for Superior Officers assigned to the midnight shift shall consist of three (3) consecutive working days, followed by three (3) consecutive non-working days. This rotation shall be repeated hence forth. The hours worked by the affected personnel shall be as follows: 0700 hours – 1800 hours, hereafter referred to as Day Shift; 1300 hours – 0000 hours, hereafter referred to as Evening Shift, and 2030 hours – 0730 hours, hereafter referred to as Midnight Shift.

The work day for Superior Officers assigned as supervisors in Units other than the Patrol Division shall consist of not more than ten (10) consecutive hours.

All other Superior Officers shall work a regular five (5) on, two (2) off work schedule.

A Superior Officer may adjust his/her hours within a pay period as needed subject to approval by the Chief of Police.

3. Article 7, Section 2, shall be amended to read as follows:

Section 2. Superior Officers assigned to Units other than the Patrol Division shall be entitled to four (4) Regular Days Off (R.D.O.'s) per calendar year, non-accruable. These R.D.O. days shall be posted automatically on January 1st of each calendar year. Hours in excess of evenly divisible days due to retroactive or prorated application of this provision shall be permitted to be utilized in increments of less than one day.

4. Article 7, Section 4, shall be added to read as follows:

It is recognized that Superior Officers may be required to work additional hours should appropriate police authority deem that an emergency exists which requires the assignment of extra manpower to ensure the safety and well being of the Township and the community. In any event, no Superior Officer shall be required to work more than eighteen (18) consecutive hours.

5. Article 7, Section 5, et. seq., shall be added to read as follows:

Section 5. All Superior Officers assigned to the Patrol Division schedule, shall report for training duty only on any of their non-working days for four (4) instances of Departmental training per calendar year, consisting of not more than eight (8) consecutive hours per instance. Advance written notice of a minimum of forty five (45) days shall be provided to the employee. This is not to be interpreted to mean that Patrol Division Superior Officers shall be utilized in these instances for purposes other than to fulfill training obligations. In the event that appropriate police authority should deem that an emergency exists requiring the assignment of these extra personnel, they may be assigned as needed but shall then be compensated at their overtime rate. Any Departmental training days not utilized during the calendar year shall not be carried over to the next year.

Section 6. The new work schedule for Superior Officers assigned to the Patrol Division and described above shall take effect on August 23, 2010 for a one (1) year trial period. If either party desires to revert to the prior four (4) on, two (2) off Patrol Division work schedule, this must be communicated to the other party in writing on or before August 23, 2011. If such notice is not served within this time limit, the work schedule shall become permanent.

Section 7. Any adjustment of a Superior Officer's shift hours for the convenience of the Township must be mutually agreed upon between the affected employee and management.

5. Article 11, Section 1. The vacation guide shall be revised as follows:

Five (5) years but less than fifteen (15) years of service - 220 hours.

Fifteen (15) years but less than twenty (20) years of service - 240 hours.

Twenty (20) years or more of service - 250 hours.

6. Article 11, Section 9, shall be amended to read as follows:

Section 9 It is agreed that all employees shall be permitted to continue to take vacation days, compensatory time days, and earned vacation days at a rate of one (1) day at a time, two (2) days at a time, etc. Further, it is agreed that an employee is permitted to take at any time a minimum of one (1) hour, two (2) hours, or any amount of vacation time, earned vacation time, sick leave, or compensatory time during a work day, provided such leave will not knowingly generate overtime.

7. Article 8, Section 3. This clause shall be revised to state as follows:

An employee temporarily assigned to the duties of a higher rank shall receive the minimum pay of the higher ranked for the period of service. "Temporarily Assigned" for the purpose of this section is defined as a period of time of one work day of the assigned Division or Unit, or longer.

8. Article 6, Section 1, shall be amended to read "two (2) work days per month," in place of "twelve (12) hours per month."
9. Article 6, Section 2, shall be amended to read "two (2) work days," in place of "twelve (12) hours."
10. All other terms and conditions of the parties' 2007-2010 collective bargaining agreement shall remain in full force and effect.

The parties, by their signature below do hereby agree to the terms and conditions herein in their entirety and acknowledge that there are no other promises between the two parties except what has been set forth herein.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this

3RD day of FEBRUARY, 2011.


Township of Jackson

By: 

Mayor, Township of Jackson 2-23-11

Date: FEB. 23, 2011

Attest:


Clerk, Township of Jackson

Date: FEB 23, 2011

Jackson PBA

Superior Officers Local #168A

By: 

President, SOA Local #168A

Date: 2-3-11

Witness: 

Date: 02/03/11